## TERMS OF USE

Terms of Use

12/04/2019

IMPORTANT! PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE. YOU AGREE TO THESE TERMS OF USE BY ACCESSING THIS SITE, REGISTERING FOR THIS SITE, OR BY ACCEPTING OR DOWNLOADING ANY INFORMATION AND CONTENT FROM THIS SITE. IF YOU DO NOT AGREE TO BE BOUND BY ALL THE TERMS SET FORTH BELOW, DO NOT USE THIS SITE.

This is the official Terms of Use Agreement (“**Terms of Use**”) for the specific Internet website, application or other interactive service (“**Site**,” “we,” “**us**,” or “**our**”) provided by ViacomCBS Inc. (“**ViacomCBS**”) that contains an authorized link to these Terms of Use. These Terms of Use apply whether you are accessing the Site via a personal computer, a mobile device or any other technology or devices now known or hereafter developed or discovered.

These Terms of Use govern only the content, features, and activities related to this Site and do not cover any other websites of ViacomCBS, any affiliates that ViacomCBS directly or indirectly owns or controls (collectively, “**Affiliates**”) or any other company, unless specifically stated.

Acceptance of Terms

Your access and use of the Site is subject to these Terms of Use and all applicable laws. By accessing and browsing the Site, you accept, without limitation or qualification, these Terms of Service. Please note that this Site and the services offered are only open to users 13 years of age or older. If you do not agree with all of the following Terms of Use, please do not use this Site.

By accessing and using the Site or downloading materials from the Site, you accept and agree to, without limitation or qualification, these Terms of Use. ViacomCBS reserves the right, in its sole discretion, to modify, alter or otherwise change these terms and conditions at any time. Changes and/or modifications shall become effective immediately upon the posting. Please review these Terms of Use periodically. Your continued use of the Site following the posting of changes and/or modifications will constitute your acceptance of these Terms of Use. Please also review our [Privacy Policy](https://www.viacomcbs.com/privacy-policy).

General

By accessing or linking to this Site, you assume the risk that this Site and all of the content it contains, or may in the future contain, including, but not limited to, articles, opinions, other text, directories, guides, photographs, illustrations, images, video and audio clips and advertising copy, as well as the trademarks, logos, domain names, trade names, service marks and any and all copyrightable material (including source and object code) and/or any other form of intellectual property (collectively, the “**Content**”) on this Site may be incomplete, inaccurate, out of date, or may not meet your needs and requirements. Further, we may add, change, discontinue, remove or suspend any of the Content at any time, without notice to you and without liability. ViacomCBS assumes no obligation to update the Content.

The words “use” or “using” in these Terms of Use, means any time an individual (a “**User**”), directly or indirectly, with or without the aid of a machine or device, does or attempts to access, interact with, use, display, view, print or copy from the Site, transmit, receive or exchange data or communicate with the Site, or in any way utilizes, benefits, takes advantage of or interacts with any function, service or feature of the Site, for any purpose whatsoever. These Terms of Use do not cover your rights or responsibilities with respect to third party content or sites or any links that may direct your browser or your connection to third party sites or pages.

As a User of the Site, you agree not to use the Content for any unlawful purposes and not to violate ViacomCBS’ rights or the rights of others. ViacomCBS’ reserves the right to object or otherwise take action against any such use. The Site is to be used solely for your noncommercial, non-exclusive, non-assignable, non-transferable and limited personal use and for no other purposes.

Equal Opportunity Employer

At ViacomCBS, the spirit of inclusion feeds into everything that we do, on-screen and off. From the programming and movies we create to employee benefits/programs and social impact outreach initiatives, we believe that opportunity, access, resources and rewards should be available to and for the benefit of all. ViacomCBS is proud to be an equal opportunity workplace and is an affirmative action employer. We are committed to equal employment opportunity regardless of race, color, ethnicity, ancestry, religion, creed, sex, national origin, sexual orientation, age, citizenship status, marital status, disability, gender identity, gender expression, and Veteran status. For further information, please see the following Equal Employment Opportunity policies:

<https://www.dol.gov/ofccp/regs/compliance/posters/pdf/eeopost.pdf> (English)

<https://www.dol.gov/sites/dolgov/files/ofccp/regs/compliance/posters/pdf/eeosp.pdf> (Spanish)<https://www.dol.gov/sites/dolgov/files/ofccp/regs/compliance/posters/pdf/eeopost(chinese).pdf> (Chinese)

Reasonable Accommodations

If you are a qualified individual with a disability or a disabled veteran, you may request a reasonable accommodation if you are unable or limited in your ability to use or access <https://www.viacomcbs.com/careers> as a result of your disability. You can request reasonable accommodations by calling 212.846.5500 or by sending an email to viacomaccommodations@viacom.com. Only messages left for this purpose will be returned.

Forward-Looking Statements

The information contained in (or accessible from) this Site may include both historical and forward-looking statements. All statements that are not statements of historical fact are, or may be deemed to be, forward-looking statements within the meaning of section 27A of the Securities Act of 1933 and section 21E of the Securities Exchange Act of 1934. These forward-looking statements are not based on historical facts, but rather reflect our current expectations concerning future results, objectives, plans and goals, and involve known and unknown risks, uncertainties and other factors that are difficult to predict and which may cause future results, performance or achievements to differ. These risks, uncertainties and other factors include, among others: the anticipated tax treatment of the recently completed merger between CBS and Viacom may not be obtained; the CBS and Viacom businesses may not be integrated successfully or such integration may be more difficult, time consuming or costly than expected and may not achieve anticipated synergies; operating costs, customer loss and business disruption, including difficulties in maintaining relationships with employees, customers, suppliers or vendors may be greater than anticipated as a result of the merger; revenues following the merger may be lower than anticipated; the potential impact of unforeseen liabilities, future capital expenditures or failure to achieve anticipated revenues, costs savings, earnings and synergies from the merger on our financial condition and the management, expansion and growth of our business; litigation relating to the merger; potential adverse reactions or changes to business relationships resulting from the merger; risks associated with third-party contracts containing consent and/or other provisions that may be triggered by the merger; the risk that the market price for ViacomCBS common stock may be affected by factors different from those that have historically affected CBS and Viacom common stock; and other risks, uncertainties and factors described in our news releases and filings and Viacom’s and CBS’ filings with the Securities and Exchange Commission (the “**SEC**”), including but not limited to Viacom’s Form 10-K for the fiscal year ended September 30, 2019, CBS’ Form 10-K for the fiscal year ended December 31, 2018 and their respective reports on Form 10-Q and Form 8-K subsequent to the filing of their annual reports on Form 10-K. The forward-looking statements included in this news release are made only as of the date of this news release, and we do not have any obligation to publicly update any forward-looking statements to reflect subsequent events or circumstances. If applicable, reconciliations for any non-GAAP financial information contained in this news release are included in this news release or available on our website at<https://ir.viacomcbs.com/>.

Trademarks and Copyrights

The Content of this Site is the property of ViacomCBS, its Affiliates and/or third parties, and any of their respective successors and assigns, and is protected from unauthorized use, copying and dissemination by copyright, trademark, publicity and other laws and by international treaties. Nothing contained in these Terms of Use or on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Content in any manner without the prior written consent of a duly authorized employee of ViacomCBS or such third party that may own the Content displayed on the Site. ANY UNAUTHORIZED USE, REUSE, POSTING, REPOSTING, DISPLAY, PERFORMANCE, SALE, FRAMING, COPYING, REPRODUCTION, MODIFICATION, PUBLISHING, REPUBLISHING, UPLOADING, DOWNLOADING, TRANSMITTING, DISTRIBUTING, DUPLICATING OR ANY OTHER USE OF THE CONTENT IS STRICTLY PROHIBITED WITHOUT THE PRIOR WRITTEN CONSENT OF A DULY AUTHORIZED EMPLOYEE OF VIACOMCBS. You must not alter, delete or conceal any copyright or other notices contained on the Site, including notices on any Content you download, transmit, display, print or reproduce from the Site. You shall not, nor will you allow any third party (whether or not for your benefit) to reproduce, modify, create derivative works from, display, perform, publish, distribute, disseminate, broadcast or circulate to any third party (including, without limitation, on or via a third party website), or otherwise use, any Content without the express prior written consent of ViacomCBS or its owner if ViacomCBS is not the owner.

Notice and Procedure for Making Claims of Copyright Infringement

If you are a copyright owner (or the owner’s authorized agent) and have a good-faith belief that material on the Site infringes your copyrights, you may notify us using the following procedure. In order for us to process your notice of copyright infringement, it must be sent to the agents designated below and must include the information specified below. When we receive a notice under this procedure, we will expeditiously remove or disable access to the material that is claimed to be infringing or to be the subject of infringing activity.

Send your notice of infringement to our designated agents for receiving such notices as set forth below:

Name of Agent Designated to Receive Notification of Claimed Infringement: **Warren Solow**

Full Address of Designated Agent to Which Notification Should be Sent to:

**1515 Broadway, 51st Floor, New York, NY 10036**

Facsimile Number of Designated Agent: (**201) 422-6630**

Email Address of Designated Agent: copyright@mtvn.com

Name of Agent Designated to Receive Notification of Claimed Infringement: **Wayne Hutchinson**

Full Address of Designated Agent to Which Notification Should be Sent to:

**51 West 52nd Street, New York, NY 10019**

Facsimile Number of Designated Agent: **(212) 975-0117**

E-mail Address of Designated Agent: designatedagent@cbs.com

**DO NOT SEND ANY INQUIRIES UNRELATED TO COPYRIGHT INFRINGEMENT (*e.g.*, REQUESTS FOR TECHNICAL ASSISTANCE OR CUSTOMER SERVICE, REPORTS OR E-MAIL ABUSE, *etc*.) TO THE CONTACTS LISTED ABOVE. YOU WILL NOT RECEIVE A RESPONSE IF SENT TO THOSE CONTACTS.**

Your notice of infringement must be a written communication provided to the agents designated above that includes substantially the following information:

(1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

(2) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on our Site is covered by a single notification, a representative list of such works on our Site.

(3) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material.

(4) Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.

(5) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

(6) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

WE CAUTION YOU THAT IF YOU KNOWINGLY MISREPRESENT THAT ONLINE CONTENT IS INFRINGING, YOU MAY BE SUBJECT TO HEAVY CIVIL PENALTIES. THESE INCLUDE MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS FEES INCURRED BY US, BY ANY COPYRIGHT OWNER, OR BY ANY COPYRIGHT OWNER’S LICENSEE THAT IS INJURED AS A RESULT OF OUR RELYING UPON YOUR MISREPRESENTATION. YOU MAY ALSO BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY.

Emails

The contents of an Email (including any attachments) you receive from any system of ViacomCBS or Affiliates are confidential to the sender and the intended recipient. The information contained in such Email may also be subject to legal privilege or otherwise protected from disclosure. If you are not the intended recipient, you may not copy, forward, disclose or otherwise use any part of such email in any form whatsoever. Please delete and destroy all copies of the Email in your possession. Please also reply to the sender and notify him or her that you have received such Email in error. Any views or opinions expressed in an Email that you receive from any system of ViacomCBS or Affiliates are solely those of the author of such Email and do not necessarily represent those of ViacomCBS or Affiliates unless specifically stated. The content of an Email that you receive from any system of ViacomCBS or Affiliates does not create, amend, modify or form any part of a contract, an entitlement or a binding obligation unless specifically stated. Email messages may contain computer viruses or other defects. It is your responsibility to carry out appropriate virus and other checks to ensure that Email messages and attachments do not damage your systems or data. Email messages may not be accurately replicated on other systems, or may be modified, deleted or intercepted without the knowledge of the sender or the intended recipient. You should also be aware that Email submissions over the Internet may not be secure, and you should consider this before Emailing the Site, ViacomCBS or Affiliates any information. Neither ViacomCBS nor any of Affiliates are responsible for any improper, untimely, or incomplete transmission. Please note that ViacomCBS and Affiliates reserve the right to intercept, monitor, review and retain Email messages from external and internal sources as permitted by applicable law.

Rules of Conduct

Your use of the Site is subject to all applicable local, state, national laws and regulations and, in some cases, international treaties. You shall not use, allow, or enable others to use the Site, or knowingly condone use of this Site by others, in any manner that is, attempts to, or is likely to:

* be libelous, defamatory, indecent, vulgar or obscene, pornographic, sexually explicit or sexually suggestive, racially, culturally, or ethnically offensive, harmful, harassing, intimidating, threatening, hateful, objectionable, discriminatory, or abusive, or which may or may appear to impersonate anyone else;
* affect us adversely or reflect negatively on us, the Site, our goodwill, name or reputation or cause duress, distress or discomfort to us or anyone else, or discourage any person, firm or enterprise from using all or any portion, features or functions of the Site, or from advertising, linking or becoming a supplier to us in connection with the Site;
* send or result in the transmission of junk email, chain letters, duplicative or unsolicited messages, or so-called “spamming” and “phishing;”
* violate ViacomCBS’ rights or the rights of others;
* be used for commercial or business purposes, including, without limitation, advertising, marketing or offering goods or services, whether or not for financial or any other form of compensation or through linking with any other website or web pages;
* transmit, distribute or upload programs or material that contain malicious code, such as viruses, timebombs, cancelbots, worms, trojan horses, spyware, or other potentially harmful, disruptive or destructive programs or other material or information;
* forge any TCP/IP packet header or part of the header information in any email for any reason;
* violate any laws, regulations (including, without limitation, laws regarding the transmission of technical data or software exported from the United States), judicial or governmental order or any treaties, or violate or infringe upon any intellectual property rights, rights of publicity or privacy or any other rights of ours or of any other person, firm or enterprise; gain unauthorized access to and/or use the Site, other users’ names, passwords, personally identifiable information or other computers, websites or pages, connected or linked to the Site or to use the Site in any manner which violates or is inconsistent with the terms and conditions of this Agreement;
* modify, disrupt, impair, alter or interfere with the use, features, functions, operation or maintenance of the Site or the rights of use and enjoyment of the Site by any other person, firm or enterprise; or
* collect, obtain, compile, gather, transmit, reproduce, delete, revise, view or display any material or information, whether personally identifiable or not, posted by or concerning any other person, firm or enterprise, in connection with their or your use of the Site, unless you have obtained the express, prior permission of such other person, firm or enterprise to do so.

Unsolicited Submissions

ViacomCBS does not accept or consider creative ideas, suggestions or materials other than those ViacomCBS has specifically requested. This is to avoid the possibility of future misunderstandings when projects developed by ViacomCBS staff might seem to others to be similar to their own creative ideas, suggestions or materials. If you do send us any such materials, including, without limitation, notes, drawings, concepts or other information or if you transmit to the Site by electronic mail or otherwise, communications including any data, questions, comments, suggestions, or the like (collectively, “**Unsolicited Submissions**), you agree and understand that ViacomCBS and Affiliates are not obligated to use your Unsolicited Submissions, and may alternatively choose to discard your Unsolicited Submissions without any liability whatsoever.

Please be aware that all Unsolicited Submissions shall be treated as non-confidential and non-proprietary, and ViacomCBS shall not be liable for any use or disclosure of any Unsolicited Submissions. Further, ViacomCBS shall exclusively own any now known or hereafter existing rights to the Unsolicited Submissions of every kind and nature throughout the universe and ViacomCBS shall be entitled to unrestricted use of the Unsolicited Submissions for any purpose whatsoever, commercial or otherwise, without compensation to the provider of the Unsolicited Submissions.

Contacting Us

For general corporate press inquiries or other questions and comments related to the Site, please contact us through the form available at [viacomcbs.com/contact-us](http://www.viacomcbs.com/contact-us). We cannot guarantee that we will respond to your message and we reserve the right to take or refrain from taking any or all steps available to us once we receive any such message. If you believe that any content on the Site infringes on your copyrights, please follow the procedures set forth in Section 6 above.

Privacy

We respect your privacy and the use and protection of your Personal Information. Please see our [Privacy Policy](https://www.viacomcbc.com/privacy-policy) for important information and disclosures relating to the collection and use of your Personal Information in connection with your use of the Site.

Linking Policy and Links to Third Party Websites

If you link to this Site, we require that you follow these guidelines. The link to this Site must not damage, dilute or tarnish the goodwill associated with any of ViacomCBS’ and/or Affiliate’s names and/or intellectual property, nor may the link create the false appearance that your website and/or organization is sponsored by, endorsed by, affiliated and/or associated with ViacomCBS. You agree that you will not link to the Site from any source that is unlawful, abusive, indecent or obscene, promotes violence or illegal acts, contains expressions of racism, is libelous, defamatory, scandalous or inflammatory, or is otherwise inappropriate. Under no circumstances may you “frame” this Site or alter its Content in any way. ViacomCBS reserves the right, in its sole discretion, to terminate a link with any website that it deems inappropriate or inconsistent with the Site and/or these Terms of Use. This Site also contains links or references to other websites maintained by third parties over which ViacomCBS has no control. ViacomCBS is not responsible for the content or performance of other websites to which this Site may be linked or from which this Site may be accessed. ViacomCBS makes no warranties or representations of any kind as to the accuracy, currency, or completeness of any content or information contained in such websites and shall have no liability for any damages or injuries of any kind arising from such content or information. Inclusion of any external third party link on the Site does not imply any endorsement or recommendation by ViacomCBS or its Affiliates of the opinions or views expressed by such external linked websites (“**Third Party Sites**”), and ViacomCBS does not verify, endorse, or take responsibility for the accuracy, currency, completeness or quality of the content contained in Third Party Sites. Furthermore, ViacomCBS is not responsible for the quality or delivery of the products or services offered, accessed, obtained by or advertised by such websites. As such, neither ViacomCBS nor any of its Affiliates will be responsible for any errors or omissions or for the results obtained from the use of such information contained in such Third Party Sites. To the extent that such Third Party Sites collect personal information or postings from the end user, be advised that in no event shall ViacomCBS assume or have any responsibility or liability for the manner in which such information or postings are exploited or for any claims, damages, or losses resulting from their use and/or appearance on such Third Party Sites. Finally, ViacomCBS will, under no circumstances, be liable for any direct, indirect, incidental or special loss or other damage, whether arising from negligence, breach of contract, defamation, infringement of copyright or other intellectual property rights, caused by the exhibition, distribution or exploitation of any information or content contained within such Third Party Sites.

Disclaimers

THE SITE, THE CONTENT, AND ALL EMAILS SENT BY VIACOMCBS OR AFFILIATES (“**EMAILS**”) ARE PROVIDED TO YOU “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS SITE, THE CONTENT, AND THE EMAILS MAY CONTAIN INACCURACIES AND TYPOGRAPHICAL ERRORS. VIACOMCBS AND AFFILIATES MAKE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY FACTS, ADVICE, OPINIONS, VIEWS, STATEMENTS, RECOMMENDATIONS OR OTHER INFORMATION DISPLAYED ON OR DISTRIBUTED THROUGH THE SITE, THE CONTENT, AND/OR THE EMAILS. YOU ACKNOWLEDGE THAT ANY RELIANCE UPON ANY SUCH FACTS, ADVICE, OPINIONS, VIEWS, STATEMENTS RECOMMENDATIONS, OR OTHER INFORMATION IS AT YOUR SOLE RISK AND THAT NEITHER VIACOMCBS NOR AFFILIATES GIVE TAX, LEGAL OR INVESTMENT ADVICE OR ADVOCATE THE PURCHASE OR SALE OF ANY SECURITY OR INVESTMENT. REFERENCE TO ANY PRODUCT, PROCESS, PUBLICATION OR SERVICE OF ANY THIRD PARTY BY TRADE NAME, DOMAIN NAME, TRADEMARK, SERVICE MARK, LOGO, MANUFACTURER OR OTHERWISE DOES NOT CONSTITUTE OR IMPLY ITS ENDORSEMENT OR RECOMMENDATION BY VIACOMCBS OR AFFILIATES. VIACOMCBS AND AFFILIATES MAKE NO REPRESENTATION OR WARRANTY WHATSOEVER REGARDING THE SUITABILITY, FUNCTIONALITY, AVAILABILITY OR OPERATION OF THIS SITE, THE CONTENT, OR THE EMAILS. THIS SITE MAY BE TEMPORARILY UNAVAILABLE DUE TO MAINTENANCE OR MALFUNCTION OF COMPUTER EQUIPMENT. VIACOMCBS DOES NOT WARRANT THAT THE CONTENT, THE SITE, OR THE EMAILS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS IN THE SITE, THE CONTENT, OR THE EMAILS WILL BE CORRECTED, OR THAT THE SITE, THE SERVERS THAT MAKE THE SITE AND/OR THE CONTENT AVAILABLE, AND THE EMAILS ARE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

Limitations of Liability

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL VIACOMCBS OR AFFILIATES BE LIABLE TO YOU FOR DAMAGES OF ANY KIND WHETHER BASED IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES RESULTING FROM OR IN CONNECTION WITH THIS SITE, THE CONTENT, THE EMAILS, OR ANY ERRORS OR OMISSIONS IN THE TECHNICAL OPERATION OF THE SITE, THE CONTENT, OR THE EMAILS, EVEN IF VIACOMCBS OR AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO, THE SITE, THE CONTENT, OR THE EMAILS. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL VIACOMCBS OR AFFILIATES BE LIABLE FOR ANY DAMAGES TO ANY COMPUTER EQUIPMENT OR PROPERTY IN CONNECTION WITH ANY SECURITY BREACH, VIRUS, BUG, TAMPERING, UNAUTHORIZED INTERVENTION, FRAUD, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE FAILURE OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION. IN NO EVENT WILL VIACOMCBS OR AFFILIATES BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY. NOTWITHSTANDING ANY OTHER PROVISION IN THESE TERMS OF USE, IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL VIACOMCBS OR AFFILIATES BE LIABLE TO YOU FOR ANY REASON OR ANY CAUSE OF ACTION WHATSOEVER IN AN AMOUNT GREATER THAN FIFTY DOLLARS ($50). SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF SOME TYPES OF DAMAGES, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU.

Location/Governing Law

ViacomCBS operates the Site in the United States. Information contained on the Site may not be appropriate or available for use in other locations, and access to this Site from territories where the content of the Site may be illegal is prohibited. If you access the Site from other locations, you do so on your own initiative, and you are solely responsible for compliance with applicable local laws. You may not use the Site or export the Content in violation of U.S. export laws and regulations. These Terms of Use and your use of the Site shall be construed, enforced, and governed in accordance with the laws of the United States of America and the State of New York without regard to its conflicts of laws principles and will specifically not be governed by the United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act, if otherwise applicable. Any legal action or proceeding related to this website shall be brought exclusively in a federal or state court of competent jurisdiction sitting in New York within ninety (90) days after the occurrence of the facts giving rise to the cause of action, otherwise the cause shall be forever barred. However, notwithstanding any other provision of this Terms of Use, you agree that in the event of any dispute between the parties, the damages, if any, caused to you are not irreparable or sufficient to entitle you to enjoin or restrain the development, production, launch, advertising, exhibition or exploitation of the Site or any film, television program, show, website, property, production or materials owned or controlled by ViacomCBS or Affiliates. IN ANY ACTION OR PROCEEDING COMMENCED TO ENFORCE ANY RIGHT OR OBLIGATION OF THE PARTIES UNDER THESE TERMS OF USE, YOUR USE OF THE SITE OR WITH RESPECT TO THE SUBJECT MATTER HEREOF, YOU HEREBY WAIVE ANY RIGHT YOU MAY NOW HAVE OR HEREAFTER POSSESS TO A TRIAL BY JURY.

Miscellaneous

These Terms of Use contain the entire and exclusive agreement between you and us regarding use of the Site, supersede all prior understandings of the parties hereto relating to the subject matter hereof and cannot be modified, except as specifically described herein.

ViacomCBS will determine your compliance with these Terms of Use in its sole discretion. Any violation of these Terms of Use may result in restrictions on your access to all or part of the Site and may be referred to law enforcement authorities. No waiver of any of these Terms of Use shall be of any force or effect unless made in writing and signed by a duly authorized officer of ViacomCBS. ViacomCBS reserves the right to modify or discontinue this Site, or any portion thereof, without liability or notice to you or any third party. Upon termination of your access to the Site, or upon demand by ViacomCBS, you must destroy all materials obtained from this Site and all related documentation and all copies and installations thereof. If any provision of these Terms of Use is held to be unlawful, void or unenforceable by any court having competent jurisdiction, then such provision shall be severable without affecting the enforceability of all remaining provisions, which will remain in full force and effect. The section titles in these Terms of Use are for your convenience only and do not have any legal or contractual effect.

These Terms of Use were last modified on the date indicated above and are effective immediately.

Copyright © 2019 ViacomCBS Inc. – All Rights Reserved.